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**IN THE
Supreme Court of the United States**

October Term, 1938

No. 676

HORTON C. RORICK,

Petitioner,

vs.

**DEVON SYNDICATE, LIMITED, A CANADIAN
CORPORATION,**

Respondent.

**On Certiorari from United States Circuit Court of
Appeals, Sixth Circuit**

RESPONDENT'S BRIEF ON THE MERITS

APPENDIX C

GEORGE D. WELLES,
807 Ohio Bldg., Toledo, Ohio,
Counsel for Respondent

MILLER, OWEN, OTIS & BAILLY,
15 Broad Street, New York, New York,

WELLES, KELSEY, COBURN & HARRINGTON,
807 Ohio Bldg., Toledo, Ohio,

HENRY J. O'NEILL,
15 Broad St., New York, New York,

FRED E. FULLER,
807 Ohio Bldg., Toledo, Ohio,

FRED A. SMITH,
807 Ohio Bldg., Toledo, Ohio,

Of Counsel.

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FRED E. FULLER,

807 Ohio Bldg., Toledo, Ohio,

FRED A. SMITH,

807 Ohio Bldg., Toledo, Ohio,

Of Counsel.



IN THE
United States Circuit Court of Appeals
FOR THE SIXTH CIRCUIT

No. 7609

HORTON C. RORICK,

Appellant,

vs.

DEVON SYNDICATE, LIMITED, A CANADIAN
CORPORATION,

Appellee.

Appeal from the United States District Court for the
Northern District of Ohio, Western Division

**MOTION TO DISMISS APPEAL; NOTICE THEREOF;
AND CERTIFIED COPIES IN SUPPORT
THEREOF**

MILLER, OWEN, OTIS & BAILLY,
15 Broad St., New York, N. Y.,
WELLES, KELSEY, COBURN & HARRINGTON,
807 Ohio Bldg., Toledo, Ohio,
*Attorneys for Appellee, Devon
Syndicate, Limited, a Canadian
Corporation.*

HENRY J. O'NEILL,
15 Broad St., New York, N. Y.,
GEORGE D. WELLES,
FRED E. FULLER,
FRED A. SMITH,
807 Ohio Bldg, Toledo, Ohio,
Of Counsel.



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UNITED STATES CIRCUIT COURT OF APPEALS

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Certified Copies of Pleadings and Proceedings in the
Case of "Horton C. Rorick vs. Devon Syndicate,
Limited," at Law No. 4172 in the District Court
of the United States for the Northern District
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IN THE
United States Circuit Court of Appeals
FOR THE SIXTH CIRCUIT

No. 7609

HORTON C. RORICK,

Appellant,

vs.

DEVON SYNDICATE, LIMITED, A CANADIAN
CORPORATION,

Appellee.

**MOTION TO DISMISS APPEAL AND NOTICE
THEREOF**

Now comes the appellee, Devon Syndicate, Limited, a Canadian corporation, and moves the court for an order dismissing the appeal filed herein, and for cause shows:

First. That the appellant has abandoned his appeal herein by filing a new action entitled "*Horton C. Rorick vs. Devon Syndicate, Limited,*" now pending in the District Court of the United States for the Northern District of Ohio, Western Division, as Cause No. 4172 At Law, based upon the same cause of action involved in this ap-

peal, and by attempting in said new action to secure new orders of attachment and garnishment upon the same indebtedness involved in this appeal.

Second. The appellant has acquiesced in the decision and order of the lower court by filing a new action entitled "*Horton C. Rorick vs. Devon Syndicate, Limited*," now pending in the District Court of the United States for the Northern District of Ohio, Western Division, as Cause No. 4172 At Law, based upon the same cause of action involved in this appeal, and by attempting in said new action to secure new orders of attachment and garnishment upon the same indebtedness involved in this appeal.

Certified copies of the pleadings and proceedings in said new action, together with a certificate of the clerk of the United States District Court for the Northern District of Ohio, Western Division, that said new action is pending and undisposed of are attached to and filed in support of this motion.

A separate brief in support of this motion is being filed herewith.

MILLER, OWEN, OTIS & BAILLY,
WELLES, KELSEY, COBOURN & HARRINGTON,
*Attorneys for Appellee, Devon Syndicate,
Limited, a Canadian Corporation.*

HENRY J. O'NEILL,
GEORGE D. WELLES,
FRED E. FULLER,
FRED A. SMITH,
Of Counsel.

NOTICE

Messrs. Fraser, Effler, Shumaker & Winn,
Attorneys for Appellant:

Please take notice that we will file the foregoing motion to dismiss the appeal taken in this cause, together with the attached certified copies of the pleadings and proceedings in the case of "*Horton C. Rorick vs. Devon Syndicate, Limited*," No. 4172 At Law, in the District Court of the United States for the Northern District of Ohio, Western Division, and the certificate of the clerk of said court that said cause is now pending and undisposed of, and the separate brief in support of said motion that is served upon you herewith; and that on the 12th day of November, A. D. 1938, or as soon thereafter as counsel can be heard, we shall submit the same to the Honorable Circuit Court of Appeals for the Sixth Circuit, at Covington, Kentucky, for decision.

MILLER, OWEN, OTIS & BAILLY,
WELLES, KELSEY, COBURN & HARRINGTON,
*Attorneys for Appellee, Devon Syndicate,
Limited, a Canadian Corporation.*

CERTIFIED COPIES OF PLEADINGS AND PROCEEDINGS IN THE CASE OF "HORTON C. RORICK VS. DEVON SYNDICATE, LIMITED," AT LAW No. 4172 IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, WESTERN DIVISION, AND THE CERTIFICATE OF SAID CLERK THAT SAID CAUSE IS NOW PENDING AND UNDISPOSED OF, FILED IN SUPPORT OF APPELLEE'S MOTION TO DISMISS APPEAL

(Filed Oct. 1, 1936)

COURT OF COMMON PLEAS

No. 147,299

Horton C. Rorick,

vs.

Devon Syndicate, Limited.

Pleas before the Court of Common Pleas within and for the County of Lucas and State of Ohio at a term thereof begun and held at the Court House in the City of Toledo, on Monday the 6th day of April in the year of our Lord One Thousand Nine Hundred and Thirty-six.

Present Honorable James Austin, Jr., Honorable James S. Martin, Honorable Scott Stahl, Honorable Roy R. Stuart, Honorable Robert G. Gosline, Honorable John M. McCabe, Presiding Judges.

Be it remembered, that heretofore, to-wit: On the 13th day of July, 1936, Plaintiff by His Attorneys filed in said Court a Petition in the above entitled cause which Petition is in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS OF
LUCAS COUNTY, OHIO

No. 147,299

Horton C. Rorick, 2263 Collingwood Avenue,
Toledo, Ohio,

Plaintiff,

vs.

Devon Syndicate, Limited, Montreal,
Canada,

Defendant.

PETITION

Now comes the plaintiff and says that the defendant Devon Syndicate, Limited (also sometimes known as Devon Syndicate, Ltd.) is a corporation organized and existing under the laws of the Dominion of Canada, the last known address of its principal office and place of business being Transportation Building in the City of Montreal, Province of Quebec, Dominion of Canada.

For its cause of action herein plaintiff says that one Paris E. Singer caused said Devon Syndicate, Limited, to be incorporated prior to January 1, 1926, and transferred to said corporation a large portion of his personal assets.

Plaintiff says that the said Paris E. Singer, either through his ownership or control of all of the stock of Devon Syndicate, Limited, was at all times hereinafter referred to until his death in actual control of various corporations, including among others, the Palm Beach Ocean Realty Company, The Ocean & Lake Realty Company, Everglades Club Hotel & Apartment Company and The Highland Glades Farms Company.

On or about April 8, 1926, said Paris E. Singer entered into a written contract with the plaintiff wherein and whereby this plaintiff continued to be employed by said Singer for the calendar years 1926 and 1927 as financial adviser for the said Singer and for all of the corporations controlled by him, including said defendant Devon Syndicate, Limited, Palm Beach Realty Company, The Ocean & Lake Realty Company, Everglades Hotel & Apartment Company and The Highland Glades Farms Company. Under and by virtue of the terms of said agreement, which was accepted by the plaintiff, it was provided that the services to be rendered by the plaintiff would largely be of an advisory nature, and that they were not in any way to conflict with plaintiff's duty as a partner of Spitzer Rorick & Company; and it was also agreed that the amount of compensation to be paid plaintiff should be fixed exclusively by the plaintiff, and the said Singer agreed to pay whatever amount was fixed by plaintiff with the limitation that the charge should not exceed Fifty Thousand Dollars (\$50,000.00) per year and expenses for the calendar years 1926 and 1927.

Plaintiff says he accepted said contract and entered upon the performance of said duties; that it was then discovered by both parties that the services rendered and to be rendered were of vastly greater extent and value than was contemplated by either party at the time of the making of said contract of April 8, 1926; that plaintiff and said Singer thereupon and shortly thereafter agreed that plaintiff should assume and perform the additional duties requested by said Singer, and the said contract of April 8, 1926, was modified to the extent that the limitation of Fifty Thousand Dollars (\$50,000.00) per year was

expressly removed, and it was agreed that no limitation would be placed upon the value of the services to be rendered, and that plaintiff should and would have the right to fix the value of said services, and the amount of compensation to be paid, and said Singer agreed that said compensation as fixed by plaintiff would be paid to plaintiff.

Plaintiff further says that the defendant Devon Syndicate Limited, in the month of August, 1926, agreed with the plaintiff that it would join with said Singer in the employment and compensation to be paid to plaintiff for the services rendered, and to be rendered as aforesaid, and on or about March 12, 1927, the defendant Devon Syndicate Limited ratified and approved said contract in writing and upon said day, in writing, in consideration of services already rendered and to be rendered by the plaintiff to said defendants and to the said corporations hereinbefore named, and other corporations owned and controlled by the defendant Devon Syndicate Limited, agreed that it would pay to the plaintiff for said services whatever amount the plaintiff should fix as the value thereof, and in such amounts and on such dates as in the sole discretion of the plaintiff would be fixed. It was the intent of the plaintiff and the defendant that the services rendered and to be rendered by the plaintiff referred to in both of said written contracts would be the same services and would be rendered to said Singer and the defendant and all of the interests or corporations owned or controlled by the said Singer, including the defendant.

Plaintiff says that following the expiration of the year 1927 he continued performing the same services for

said Singer and the defendant as aforesaid, by and with their full consent and approval down to the 12th day of June, 1930, at which time he resigned; that during all of said time, down to the 12th day of June, 1930, plaintiff fully performed his contracts; and rendered services as financial adviser and otherwise in connection with the properties aforesaid, to the full satisfaction and approval of said Paris E. Singer and the defendant; that during the period of employment and down to the time of his resignation, plaintiff devoted a very large amount of time to the work involved, and handled assets of said Paris E. Singer and the defendant estimated by them to be of more than Twenty Million Dollars (\$20,000,000) in value, and by reason of his efforts the properties of the said Paris E. Singer and the defendant and the other corporations which were intricately involved, were largely saved for said Paris E. Singer and the defendant and the other interests and corporations and the services, during all of said time, were accepted by said Paris E. Singer and the defendant and by them in every way ratified, confirmed and approved.

Plaintiff says that in accordance with the provisions of his said contracts, he has fixed the value of his services rendered under his employment in the amount of Four Hundred Thousand Dollars (\$400,000) in addition to expenses and credits received by plaintiff in connection with the performance of his duties under said contracts, and there is due him by virtue of said contracts of employment from the defendant the sum of Four Hundred Thousand Dollars (\$400,000) together with interest at the rate of six per cent (6%) per annum from the 12th day of June, 1930.

Wherefore plaintiff prays judgment against the defendant for the sum of Four Hundred Thousand Dollars (\$400,000) with interest thereon at the rate of six per cent (6%) per annum from the 12th day of June, 1930.

Fraser, Effler, Shumaker & Winn,
Attorneys for Plaintiff.

State of Ohio, County of Lucas, ss.

H. C. Rorick, being first duly sworn, says that he is the plaintiff in the above entitled action; that he has read the foregoing petition; and that the facts and allegations therein contained are true as he verily believes.


Horton C. Rorick.

Sworn to before me and subscribed in my presence this 10th day of July, 1936.

(Seal)

Caroline McLaughlin,
Notary Public, Lucas County, Ohio.

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On the 13th day of July, 1936, there was filed in said Court an Affidavit in Attachment and Garnishment in the above entitled cause which affidavit is in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS OF
LUCAS COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

AFFIDAVIT IN ATTACHMENT AND
GARNISHMENT

State of Ohio, Lucas County, ss.

Horton C. Rorick, being first duly sworn, says that he is the plaintiff in the above captioned suit; that he has commenced a civil action in the Court of Common Pleas of Lucas County, Ohio, against Devon Syndicate Limited, a Canadian corporation, also sometimes known as Devon Syndicate, Ltd., on a debt arising upon contract, being an action to recover from said defendant certain monies due and owing to plaintiff herein under and by virtue of certain contracts between plaintiff and defendant, and the breach and refusal to perform thereof by defendant; that said claim is just and that affiant believes plaintiff should recover thereon from defendant the sum of Four Hundred Thousand Dollars (\$400,000.00) with interest at the rate of six per cent (6%) per annum from June 12, 1930.

Affiant further says that he has good reason to believe and does believe that The Spitzer Rorick Trust & Savings Bank, an Ohio banking corporation, with its principal office in the City of Toledo, Ohio, The Blue Heron Land Company and the Everglades Club Company, each of which is a Florida corporation, each with its principal office and place of business at 315 Superior Street, Toledo, Ohio, have monies, property and assets of defendant Devon Syndicate, Limited, in their possession and control, due and payable or to become due and payable to said defendant.

Without limiting the generality of the foregoing, affiant says that he has good reason to believe and does believe that The Spitzer Rorick Trust & Savings Bank is indebted to Devon Syndicate, Limited, on two special deposit accounts for Nine Thousand Two Hundred Fifty-five Dollars and Ninety-six Cents (\$9,255.96) and Twenty Thousand Two Hundred Fifty-eight Dollars and Twenty-four Cents (\$20,258.24), respectively; that said The Spitzer Rorick Trust & Savings Bank, Trustee under an agreement between said bank and Devon Syndicate, Limited, dated March 16, 1927, has collected for the benefit of and is indebted to Devon Syndicate, Limited, in the amount of Seventeen Thousand Five Hundred Seventy-six Dollars (\$17,576.00) as of January 24, 1936, and for such additional amounts as may have been collected under the terms of said agreement subsequent to said date.

Affiant further says that he has good reason to believe and does believe that the Everglades Club Company is indebted to the said Devon Syndicate, Limited, in the sum of Forty-four Thousand Eight Hundred Ninety-eight Dollars and Twenty Cents (\$44,898.20) with inter-

est, representing the balance due on a note for Two Hundred Thousand Dollars (\$200,000.00) dated October 22, 1926.

Affiant further says that he has good reason to believe and does believe that The Blue Heron Land Company is indebted to Devon Syndicaté, Limited, in the amount of Four Hundred Thousand Dollars (\$400,000.00), with interest on certain promissory notes issued by said The Blue Heron Land Company to said Devon Syndicate, Limited, in 1927, in the total aggregate amount of Four Hundred Thousand Dollars (\$400,000.00).

Affiant says that The Spitzer Rorick Trust & Savings Bank, The Blue Heron Land Company and The Everglades Club Company should receive notice of garnishment herein, and also The Spitzer Rorick Trust & Savings Bank, Trustee.

Affiant further says that Devon Syndicate, Limited, is a foreign corporation, organized and existing under the laws of the Dominion of Canada with its principal office in the City of Montreal, Province of Quebec; that it is not for any reason, statutory or otherwise, exempted from attachment; that it has not filed with the Secretary of State of the State of Ohio a statement required by General Code Section 8625-5 nor procured from said Secretary of State the license provided for by General Code Section 8625-4; that it is not within the exceptions contained within Division 1 of the General Code Section 11819, nor was it at the time of the occurrences referred to in the petition in this case, nor is it now qualified by law to do business in the State of Ohio; and that the facts set forth in this affidavit are true.

Horton Rorick.

Sworn to before me and subscribed in my presence
this 13th day of July, 1936.

(Seal) S. K. Roberts,
Notary Public, Lucas County, Ohio.

My commission expires February 6, 1938.

Thereupon an Order of Attachment in said cause was
issued by the Clerk of said Court which Order of Attach-
ment is in the words and figures as follows, to-wit:
The State of Ohio, Lucas County

To the Sheriff of Lucas County, Greeting:

You are hereby commanded to attach and safely keep
the Lands, Tenements, Goods, Chattels, Stocks, or inter-
ests in Stocks, Rights, Credits, Moneys and Effects, in
your County, of Devon Syndicate, Limited, not exempt
by law from being applied to the payment of the claim of
the Plaintiff Horton C. Rorick, or so much thereof as will
satisfy his claim for Four Hundred Thousand Dollars
(\$400,000.00) with interest at the rate of Six per cent
(6%) per annum from June 12, 1930, and also for Fifty
Dollars, the probable costs of this action.

And that you make due return of this order on the
27th day of July A. D. 1936.

Witness Wm. F. Renz, Clerk of the Court of Common
Pleas of said County of Lucas, this 13th day of July
A. D. 1936.

(Seal)

Wm. F. Renz, Clerk,
By Leona Addis, Deputy Clerk.

On the 14th day of July, 1936, said Order of Attachment was filed with the Sheriff's Return thereon written as follows, to-wit:

Office Sheriff Lucas County, Ohio:

Received this writ July 13th, 1936, there being no goods or chattels, lards or tenements found by me in Lucas County, Ohio, belonging to the within named Devon Syndicate, Limited, on which to levy, this writ is hereby returned no money made, not satisfied.

Jas. M. O'Reilly, Sheriff,
By Jay Gilday, Deputy.

Given under our hands this 14th day of July, A. D. 1936.

Jas. M. O'Reilly, Sheriff,
By Jay Gilday, Deputy.

Endorsed on said Petition and filed therewith was a Praecipe for Summons in said cause which Praecipe is in the words and figures as follows, to-wit:

PRAECIPE
No. 147,299

To the Clerk:

Please issue summons in the above entitled action to the Sheriff of Lucas County for the defendant Devon Syndicate, Limited. Endorse thereon: "Action for money only—amount claimed \$400,000 with interest at 6% per annum from June 12, 1930," and make the same returnable according to law.

Fraser, Effler, Shumaker & Winn,
Attorneys for Plaintiff.

Thereupon a Summons in said cause was issued by the Clerk of said court which Summons is in the words and figures as follows, to-wit:

The State of Ohio, Lucas County ss.

To the Sheriff of Lucas County:

You are commanded to notify Devon Syndicate Limited, that it has been sued by Horton C. Rorick, in the Court of Common Pleas of Lucas County, and that unless it answer by the 15th day of August 1936, the Petition of said Plaintiff against it filed in the Clerk's Office of the said Court, such Petition will be taken as true and judgment rendered accordingly.

You will make due return of this Summons on the 27th day of July A. D. 1936.

Witness Wm. F. Renz, Clerk of our said Court, and the seal thereof hereto affixed at Toledo, this 13th day of July, A. D. 1936.

(Seal)

Wm. F. Renz, Clerk,
By Leona Addis, Deputy.

Said summons was endorsed as follows, to-wit:

SUMMONS

In action for money only amount claimed \$400,000 with interest at 6% per annum from June 12, 1930.

Fraser, Effler, Shumaker & Winn,
Attorneys for Plaintiff.

On the 13th day of July 1936, said Summons was filed with the Sheriff's Return thereon written as follows, to-wit:

The State of Ohio, Lucas County, ss.

Received this writ July 13th, 1936 and pursuant to its command I summoned on the .. day of, 193...

the within named defendant Devon Syndicate Limited could not be found by me in Lucas County, Ohio.

Jas. M. O'Reilly, Sheriff,
A. Sattler, Deputy.

Thereupon a Notice to Garnishee in said cause was issued by the Clerk of said Court which Notice to Garnishee is in the words and figures as follows, to-wit:

NOTICE TO GARNISHEE

Horton C. Rorick,

vs.

Devon Syndicate, Limited,

State of Ohio, Lucas County, ss.

To the Sheriff of said County, Greetings:

We command you to notify The Spitzer Rorick Trust & Savings Bank, The Spitzer Rorick Trust & Savings Bank, Trustee, The Blue Heron Land Company, Everglades Club Company, to appear before the Honorable Court of Common Pleas of said County at the Court House in Toledo, on or before the 15th day of August A. D. 1936 and answer under oath all questions put to them touching the property of every description, and credits of the Defendant Devon Syndicate, Limited, in their possession or under their control and they shall disclose truly the amount owing by them to said defendant whether due or not.

The Sheriff will make due return of this writ on the 27th day of July A. D. 1936.

Witness my hand and the Seal of said Court this
13th day of July A. D. 1936.

Wm. F. Renz,
Clerk of the Court of Common Pleas of
Lucas County, Ohio,
By Leona Addis, Deputy.

On the 27th day of July 1936, said Notice to Garnishee was filed with the Sheriff's Return thereon written as follows, to-wit:

SHERIFF'S RETURN

State of Ohio, Lucas County, ss.

Received this writ July 13th, 1936 at .. o'clock .. M., and pursuant to its command I notified on the 14th day of July 1936, at .. o'clock .. M., the within named The Spitzer Trust and Savings Bank, by delivering to Marvin Rorick, Vice President and the person in charge of office at time of service of the within named The Spitzer Rorick Trust and Savings Bank, a true and certified copy of this writ with all endorsements thereon. The President, or other Chief Officer, or Cashier, Secretary, Treasurer, Managing Agent, or Clerk, could not be found by me in Lucas County, Ohio. I also summoned on the 14th day of July, 1936, the within named The Spitzer Rorick Trust & Savings Bank, Trustee, by delivering to Marvin Rorick Vice President and the person in charge of the within named The Spitzer Rorick Trust and Savings Bank, Trustee, a true and certified copy of this writ with all endorsements thereon. The President, other chief officer, or Cashier, Secretary, Treasurer, Managing Agent, or Clerk, could not be found by me in Lucas County, Ohio.

I also summoned on the 14th day of July, 1936, the within named The Blue Heron Land Company, by delivering to Marvin Rorick, Secretary-Treasurer of the within named The Blue Heron Land Company, a true and certified copy of this writ with all endorsements thereon. The President or other Chief Officer, or Cashier, Managing Agent, or Clerk, could not be found by me in Lucas County, Ohio. I also summoned on the 14th day of July 1936, the within named Everglades Club Company, by delivering to J. R. Easton, Secretary-Treasurer of the within named Everglades Club Company, a true and certified copy of this writ with all endorsements thereon. The President or other Chief Officer, or Cashier, Managing Agent, or Clerk could not be found by me in Lucas County, Ohio.

Jas. M. O'Reilly, Sheriff,

By A. Sattler, Deputy.

On the 14th day of July 1936, there was filed in said court an Affidavit for Constructive Service in the above entitled cause which Affidavit is in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS
OF LUCAS COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

AFFIDAVIT FOR CONSTRUCTIVE SERVICE

State of Ohio, Lucas County, ss.

Horton C. Rorick, being first duly sworn, says that he is the plaintiff in the above entitled action; that defendant, Devon Syndicate, Limited, also sometimes known as Devon Syndicate, Ltd., is a foreign corporation organized and existing under and by virtue of the laws of the Dominion of Canada, with its principal office and place of business in the Transportation Building in the City of Montreal, Province of Quebec, Dominion of Canada; that it is not a resident or a citizen of the State of Ohio; nor does it maintain an office or place of business in the State of Ohio; that service of summons cannot be made upon said defendant in the State of Ohio; that this action is one in which it is sought by provisional remedies of attachment and/or garnishment to take and to appropriate

property of said defendant, Devon Syndicate, Limited, in the possession of defendants and within the jurisdiction of this court and to subject the same to the satisfaction of plaintiff's claim, and comes within the provisions of General Code Sec. 11292 of the laws of Ohio, wherein service by publication may be made on said defendant.

Horton C. Rorick.

Sworn to before me and subscribed in my presence this 11th day of July 1936.

S. K. Roberts,

(Seal)

Notary Public, Lucas County, Ohio.

My Commission Expires Feb. 6, 1938.

On the 15th day of July, 1936, as appears on the Appearance Docket of said court, notice mailed Devon Syndicate, Limited, also known as Devon Syndicate, Ltd., a foreign corporation of Quebec, Dominion of Canada.

On the 16th day of July 1936, there was filed in said court a Praecipe for Second Order of Attachment and Garnishment in the above entitled cause which Praecipe is in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS
OF LUCAS COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

PRAECIPE FOR SECOND ORDER OF
ATTACHMENT AND GARNISHMENT

To the Clerk:

Please issue to the Sheriff of Lucas County, Ohio, a second order of attachment and garnishment in the above entitled action for each of the following corporations named as garnishees in the affidavit in attachment and garnishment heretofore filed herein.

The Spitzer Rorick Trust & Savings Bank,

315 Superior Street, Toledo Ohio;

The Spitzer Rorick Trust & Savings Bank, Trustee,

315 Superior Street, Toledo Ohio;

The Blue Heron Land Company,

315 Superior Street, Toledo Ohio;

Everglades Club Company,

315 Superior Street, Toledo Ohio;

and make the same returnable according to law.

Horton C. Rorick,

By Fraser, Effler, Shumaker & Winn,

His Attorneys.

Thereupon an Order of Attachment in said cause was issued by the Clerk of said court which Order of Attachment is in the words and figures as follows, to-wit:

The State of Ohio, Lucas County.
To the Sheriff of Lucas County, Greeting:

You are hereby commanded to attach and safely keep the Lands, Tenements, Goods, Chattels, Stocks, or interest in Stocks, Rights, Credits, Moneys and Effects, in your County of Devon Syndicate, Limited, not exempt by law from being applied to the payment of the claim of the Plaintiff Horton C. Rorick, or so much thereof as will satisfy his claim for Four Hundred Thousand Dollars (\$400,000.00) with interest at the rate of six per cent (6%) per annum from June 12, 1930, and also for Fifty Dollars the probable costs of this action.

And that you make due return of this order on the 4th day of August A.D. 1936.

Witness Wm. F. Renz, Clerk of the Court of Common Pleas of said County of Lucas this 16th day of July, A. D. 1936.

(Seal)

Wm. F. Renz, Clerk,
Leona Addis, Deputy Clerk

On the 20th day of July 1936, said Order of Attachment was filed with the Sheriff's Return thereon written as follows, to-wit:

Office Sheriff, Lucas County, Ohio:

Received this writ July 17th, 1936, there being no goods or chattels, lands or tenements found by me in Lucas County, Ohio, belonging to the within named Devon Syndicate, Limited, on which to levy, this writ is hereby returned no money made, not satisfied.

Jas. M. O'Reilly, Sheriff,

By Jay Gilday, Deputy.

Given under our hands this 20th day of July, A. D.

1936.

Jas. M. O'Reilly, Sheriff,

Jay Gilday, Deputy.

Thereupon a Notice of Garnishee in said cause was issued by the clerk of said court which Notice to Garnishee is in the words and figures as follows, to-wit:

NOTICE TO GARNISHEE

Horton C. Rorick

vs.

Devon Syndicate, Limited.

State of Ohio, Lucas County, ss.

To the Sheriff of Said County, Greeting:

We command you to notify The Spitzer Rorick Trust & Savings Bank, The Spitzer Rorick Trust & Savings Bank, Trustee, The Blue Heron Land Company, Everglades Club Company, to appear before the Honorable Court of Common Pleas of said county at the Court House in Toledo, on or before the 15th day of August, A. D. 1936, and answer, under oath, all questions put to him touching the property of every description and credits of the defendants in their possession or under their control and they shall disclose truly the amount owing by them to said defendant whether due or not.

The sheriff will make due return of this writ on the 27th day of July, A.D. 1936.

Witness my hand and the seal of said court, this 16th day of July, A. D. 1936.

Wm. F. Renz,

(Seal)

Clerk of the Court of Common Pleas of
Lucas County, O.,
By Leona Addis, Deputy.

On the 27th day of July, 1936, said Notice to Garnishee was filed with the sheriff's return thereon written as follows, to-wit:

SHERIFF'S RETURN

State of Ohio, Lucas County, ss.

Received this writ July 17th, 1936, at ... o'clock ... M., and pursuant to its command I notified on the 20th day of July, 1936, at ... o'clock ... M., the within named The Spitzer Rorick Trust & Savings Bank by delivering to Marvin H. Rorick, vice-president, and the person in charge of office at time of service of the within named defendant The Spitzer Rorick Trust & Savings Bank, a true and certified copy of this writ with all endorsements thereon, together with copy of attachment. The president or other chief officer or cashier, secretary, treasurer, managing agent, or clerk, could not be found by me in Lucas County, Ohio. I also summoned on the 20th day of July, 1936, the within named The Spitzer Rorick Trust & Savings Bank, Trustee, by delivering to Marvin H. Rorick, vice-president, and the person in charge of office at time of service of the within named defendant The Spitzer Rorick Trust & Savings Bank, Trustee, a true and certified copy of this writ with all endorsements thereon, together with copy of attachment. The president or other chief officer, or cashier, secretary, treasurer, managing agent, or clerk, could not be found by me in Lucas County, Ohio. I also summoned on the 20th day of July, 1936, the within named defendant The Blue Heron Land Company by delivering to Marvin H. Rorick, secretary-treasurer of the within named defendant The Blue Heron Land Company, a true and certified copy of

this writ with all endorsements thereon, together with copy of attachment. The president, or other chief officer, or cashier, managing agent, or clerk, could not be found by me in Lucas County, Ohio. I also summoned on the 20th day of July, 1936, the within named defendant Everglades Club Company, by delivering to J. R. Easton, secretary-treasurer of the within named defendant Everglades Club Company, a true and certified copy of this writ with all endorsements thereon, together with copy of attachment. The President or other chief officer, or cashier, managing agent, or clerk, could not be found by me in Lucas County, Ohio.

Jas. M. O'Reilly, Sheriff,
By A. Sattler, Deputy.

On the 19th day of August, 1936, there was filed in said court a Notice and Affidavit of Publication in the above entitled cause, which Notice and Affidavit are in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS, LUCAS
COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

LEGAL NOTICE

Devon Syndicate, Limited, also sometimes known as Devon Syndicate, Ltd., a foreign corporation organized and existing under the laws of the Dominion of Canada, whose last known address of its principal office and place of business was the Transportation Building in the City of Montreal, Province of Quebec, Dominion of Canada, will take notice that on the 13th day of July, 1936, the plaintiff, Horton C. Rorick, filed his petition against it in the Court of Common Pleas of Lucas County, Ohio, the same being Cause No. 147299 on the docket of said court, for the procurement by plaintiff against said defendant of a judgment for services rendered based upon contract, all of which is more fully set forth in plaintiff's petition, together with his affidavit in attachment and garnishment

on which said affidavit orders of attachment and garnishment and notices to garnishees have been issued by the clerk of said court and served on The Spitzer Rorick Trust & Savings Bank, Toledo, Ohio, The Spitzer Rorick Trust & Savings Bank, Trustee, Toledo, Ohio, Everglades Club Company, Toledo, Ohio, and Blue Heron Land Company, Toledo, Ohio, attaching and garnishing moneys, property and assets of defendant in their possession and control due and payable or to become due and payable from said defendant, said moneys, property and assets being more particularly described in said affidavit in attachment and garnishment. Said garnishees are required to file their answers herein on or before the 15th day of August, 1936.

The prayer of said petition is for judgment in favor of plaintiff and against defendant Devon Syndicate, Limited, in the sum of Four Hundred Thousand Dollars (\$400,000.00) with interest thereon at the rate of six per cent (6%) per annum from June 12, 1930, and his costs of suit.

Said defendant is required to answer said petition on or before the 5th day of September, 1936, or judgment will be taken against it.

Horton C. Rorick, Plaintiff,
By Fraser, Effler, Shumaker & Winn,

His Attorneys.

Toledo, Ohio, July 14, 1936.

7-15 8-19 6wed

PROOF OF PUBLICATION

State of Ohio, County of Lucas, ss.

H. J. Chittenden, being first duly sworn, says that he is the owner and publisher of Toledo Legal News, a daily newspaper, printed and of general circulation in said Lucas County, Ohio; that the annexed notice was published in said Toledo Legal News once each week for six consecutive weeks, beginning on the 15th day of July, 1936, and that each insertion of said notice in said newspaper was on the same day of each week.

H. J. Chittenden.

Subscribed in my presence and sworn to before me this 19th day of August, 1936.

(Seal) Hazel L. Hilton,
Notary Public, Lucas County, Ohio.

On the 2nd day of September, 1936, there was filed in said court a Motion for Removal in the above entitled cause which motion is in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS OF LUCAS
COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

MOTION FOR REMOVAL

Now comes the defendant and appearing solely for the purpose of removing this said cause, and for no other purpose, and not intending thereby to waive any question of the sufficiency of service or the want of service on it, but expressly reserving all questions of service, jurisdiction and want of service on it, and not entering or intending to enter its appearance herein, moves the court for an order removing this said cause to the District Court of the United States for the Northern District of Ohio, Western Division, in accordance with the petition for removal filed herein.

Miller, Owen, Otis & Bailly,
Welles, Kelsey & Cobourn,
Attorneys for Defendant.

On the 2nd day of September, 1936, there was filed in said court a Notice of Removal in the above entitled cause, which notice is in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS OF LUCAS
COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

NOTICE OF REMOVAL

The plaintiff will take notice that the defendant has prepared a petition and bond for the removal of this cause to the District Court of the United States for the Northern District of Ohio, Western Division, which petition and bond said defendant will file herein and present to said Court of Common Pleas of Lucas County, Ohio, in which said action is pending, on the 2nd day of Sept., 1936, at 9 A.M. True copies of said petition and bond are hereto attached.

Miller, Owen, Otis & Bailly,

Welles, Kelsey & Cobourn,

Attorneys for Defendant.

A copy of this notice, with copies of petition and bond for removal, has been received this 2nd day of September, 1936, by the undersigned, counsel for the plaintiff herein.

Fraser, Effler, Shumaker & Winn,

Attorneys for Plaintiff.

IN THE COURT OF COMMON PLEAS OF LUCAS
COUNTY, OHIO

No. 147,299-

Horton C. Rorick,

Plaintiff

vs.

Devon Syndicate, Limited,

Defendant.

PETITION FOR REMOVAL TO THE DISTRICT
COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF OHIO, WESTERN
DIVISION

Petitioner herein, being the defendant in the above entitled action, appearing specially for the purpose of this petition only, and not intending hereby to waive any question of the sufficiency of service of process or the want of service of process on it, but expressly reserving all questions of service of process, jurisdiction and want of service of process on it, and not entering or intending to enter its appearance herein, respectfully shows to this Honorable Court that the controversy herein is one wholly between a citizen and resident of the State of Ohio and a citizen and subject of a foreign state; that the matter in controversy herein exceeds, exclusive of interest and costs, the sum or value of Five Thousand Dollars (\$5,000.00); that the suit is one of a civil nature at common law; and does not arise under an act of the United States of America entitled "An act relating to the liability of common carriers by railroad to their employees in

certain cases," approved April 22, 1908, or any amendment thereto, now Sections 51 to 59 of Title 45 of the Code of Laws of the United States of America.

Said petitioner says that said suit was filed in this said court July 13, 1936, and that service of summons on the defendant herein was returned "not found." That plaintiff then sought by attachment and garnishment to seize property of defendants, and thereupon, to-wit. on the 14th day of July, 1936, filed an affidavit in the attempt to make service by publication on said defendant and caused publications thereof to be issued. That the time within which defendant is required to appear and plead, answer or demur as stated in said notice and as provided by the laws of the State of Ohio, or any rule of this court, is the 5th day of September, 1936, and that said time has not yet expired.

Said petitioner further represents to the court that at the time said suit was commenced and at all times thereafter, defendant, petitioner herein, Devon Syndicate, Limited, was and now is a corporation organized and existing under the laws of the Dominion of Canada, having its principal office at 2000 Aldred Building, 507 Place d'Armes (formerly in the Transportation Building) in the City of Montreal, Province of Quebec, Dominion of Canada, and that said defendant, petitioner herein, was and is a citizen of the Dominion of Canada and subject of Great Britain and was and is an alien and not a citizen of the United States of America nor a citizen or resident of the State of Ohio, nor of any other state of the United States of America.

Petitioner further states that plaintiff, Horton C.

Rorick, at the time said suit was filed and at all times thereafter, was and now is an individual residing in the City of Toledo, Lucas County, Ohio, and is a citizen and resident of the State of Ohio.

Petitioner further states that the said cause is brought by plaintiff herein, Horton C. Rorick, to recover from said defendant the sum of Four Hundred Thousand Dollars (\$400,000) that plaintiff alleges to be due from said defendant by reason of services claimed by plaintiff to have been performed by plaintiff for and on behalf of defendant in the State of Florida, under alleged contracts by which plaintiff claims he was to be paid for said services whatever sum plaintiff should determine was the value thereof; and that your petitioner desires to remove said suit to the District Court of the United States for the Northern District of Ohio, Western Division.

Petitioner herewith files a good and sufficient bond under the statutes in such cases made and provided conditioned as the law directs that it will within thirty (30) days from the filing of the petition for removal file a certified copy of the record of this cause in the District Court of the United States for the Northern District of Ohio, Western Division, and for the payment of all costs which may be awarded by said court if said the District Court shall determine this suit is improperly and wrongfully removed thereto.

Wherefore your petitioner prays that this cause proceed no further herein except to order a removal of this cause to the said District Court of the United States for the Northern District of Ohio, Western Division, as required by law and to accept the bond herewith presented

and direct the clerk of this court to provide a certified transcript of the record of this cause as required by law.

Miller, Owen, Otis & Bailly,
Welles, Kelsey & Cobourn,
Attorneys for Defendants.

State of Ohio, Lucas County, ss:

Geo. D. Welles, being first duly sworn, on his oath, says that he is a member of the firm of Welles, Kelsey & Cobourn, and is one of the attorneys for the defendant in the above entitled action; that said defendant is a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, and that no officer of said defendant is now within the State of Ohio; and that he has read the foregoing petition for removal and that the facts stated therein are true.

(Signed) Geo. D. Welles.

Sworn to before me and subscribed in my presence this 2nd day of Sept., 1936.

(Signed) Margaret Mobley,
Notary Public, Lucas County, Ohio.

My commission expires Nov. 30, 1936.

IN THE COURT OF COMMON PLEAS OF LUCAS
COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

BOND ON REMOVAL

Know all men by these presents that Devon Syndicate, Limited, a corporation organized and existing under the laws of the Dominion of Canada as principal, and Fidelity & Deposit Company of Maryland as surety, are held and firmly bound unto Horton C. Rorick, plaintiff in the above entitled action, his successors and assigns, in the sum of Five Hundred Dollars (\$500.00) lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves and our successors jointly and severally by these presents.

The condition of this obligation is such that whereas said Devon Syndicate, Limited, has made and filed its petition, duly verified, in the above entitled suit in the Court of Common Pleas of Lucas County, Ohio, and has so filed the same prior to the time said defendant is required by the laws of the State of Ohio or any rule of said state court, in which said suit has been brought, to answer or plead to the declaration or complaint of the plaintiff, for the removal of the above entitled suit into

the District Court of the United States for the Northern District of Ohio, Western Division, being the district where such suit is pending, for further proceedings on grounds in said petition set forth, and has in said petition prayed that all future proceedings in said action in said Court of Common Pleas of Lucas County, Ohio, be stayed, except the granting of an order for the removal of said cause to said District Court of the United States, accepting this bond and directing the clerk to provide a certified transcript of the record therein, as required by law.

Now, therefore, if petitioner, the said Devon Syndicate, Limited, shall enter or cause to be entered in said District Court of the United States for the Northern District of Ohio, Western Division, within thirty (30) days from the date of filing said petition for removal, a certified copy of the record in said suit and shall pay or cause to be paid all costs that may be awarded by the said District Court of the United States if said District Court shall hold that such suit was wrongfully or improperly removed thereto, then this obligation shall be void, otherwise to remain in full force and effect.

Witness our hands and seals this 2nd day of September, 1936.

Devon Syndicate, Limited,

Principal,

By Geo. D. Welles,

Attorney in Fact and of Record.

Fidelity & Deposit Company of Maryland,

Surety.

By

State of Ohio, County of Lucas, ss:

Geo. D. Welles, being first duly sworn, says that he has been duly and expressly authorized in writing by Devon Syndicate, Limited, the defendant in whose name, as principal, he has executed the foregoing bond on removal, to execute said bond in its name and on its behalf.

(Signed) Geo. D. Welles.

Sworn to before me and subscribed in my presence this 2nd day of Sept. 1936.

Margaret Mobley,

Notary Public, Lucas County, Ohio.

My Commission Expires Nov. 30, 1936.

On the 2nd day of September, 1936, defendant by Its Attorneys filed in said court a Petition for Removal of said cause to the District Court of the United States, Northern District of Ohio, Western Division, which Petition for Removal is in the words and figures as follows to-wit:

IN THE COURT OF COMMON PLEAS
OF LUCAS COUNTY, OHIO.

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

PETITION FOR REMOVAL TO THE DISTRICT
COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF OHIO,
WESTERN DIVISION

Petitioner herein, being the defendant in the above entitled action, appearing specially for the purpose of this petition only, and not intending hereby to waive any question of the sufficiency of service of process or the want of service of process on it, but expressly reserving all questions of service of process, jurisdiction and want of service of process on it, and not entering or intending to enter its appearance herein, respectfully shows to this Honorable Court that the controversy herein is one wholly between a citizen and resident of the State of Ohio

and a citizen and subject of a foreign state; that the matter in controversy herein exceeds, exclusive of interest and costs, the sum or value of Five Thousand Dollars (\$5,000.00); that the suit is one of a civil nature at common law; and does not arise under an act of the United States of America entitled, "An act relating to the liability of common carriers by railroad to their employees in certain cases," approved April 22, 1908, or any amendment thereto, now Sections 51 to 59 of Title 45 of the Code of Laws of the United States of America.

Said petitioner says that said suit was filed in this said court July 13, 1936, and that service of summons on the defendant herein was returned "not found." That plaintiff then sought by attachment and garnishment to seize property of defendants and thereupon, to-wit, on the 14th day of July, 1936, filed an affidavit in the attempt to make service by publication on said defendant and caused publications thereof to be issued. That the time within which defendant is required to appear and plead, answer or demur as stated in said notice and as provided by the laws of the State of Ohio, or any rule of this court, is the 5th day of September, 1936, and that said time has not yet expired.

Said petitioner further represents to the court that at the time said suit was commenced, and at all times thereafter, defendant, petitioner herein, Devon Syndicate, Limited, was and now is a corporation organized and existing under the laws of the Dominion of Canada, having its principal office at 2000 Aldred Building, 507 Place d'Armes (formerly in the Transportation Building), in the City of Montreal, Province of Quebec, Dominion of Canada, and that said defendant, petitioner herein, was

and is a citizen of the Dominion of Canada and a subject of Great Britain and was and is an alien and not a citizen of the United States of America nor a citizen or resident of the State of Ohio nor of any other state of the United States of America.

Petitioner further states that plaintiff, Horton C. Rorick, at the time said suit was filed and at all times thereafter, was and now is an individual residing in the City of Toledo, Lucas County, Ohio, and is a citizen and resident of the State of Ohio.

Petitioner further states that the said cause is brought by plaintiff herein, Horton C. Rorick, to recover from said defendant the sum of Four Hundred Thousand Dollars (\$400,000) that plaintiff alleges to be due from said defendant by reason of services claimed by plaintiff to have been performed by plaintiff for and on behalf of defendant in the State of Florida, under alleged contracts by which plaintiff claims he was to be paid for said services whatever sum plaintiff should determine was the value thereof; and that your petitioner desires to remove said suit to the District Court of the United States for the Northern District of Ohio, Western Division.

Petitioner herewith files a good and sufficient bond under the statutes in such cases made and provided conditioned as the law directs that it will within thirty (30) days from the filing of the petition for removal file a certified copy of the record of this cause in the District Court of the United States for the Northern District of Ohio, Western Division, and for the payment of all costs which may be awarded by said court if said the District Court shall determine this suit is improperly and wrongfully removed thereto.

Wherefore your petitioner prays that this cause proceed no further herein except to order a removal of this cause to the said District Court of the United States for the Northern District of Ohio, Western Division, as required by law and to accept the bond herewith presented and direct the Clerk of this court to provide a certified transcript of the record of this cause as required by law.

Miller, Owen, Otis & Bailly,
Welles, Kelsey & Cobourn,
Attorneys for defendants.

State of Ohio, Lucas County, ss:

Geo. D. Welles, being first duly sworn, on his oath says that he is a member of the firm of Welles, Kelsey & Cobourn, and is one of the attorneys for the defendant in the above entitled action; that said defendant is a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, and that no officer of said defendant is now within the state of Ohio, and that he has read the foregoing petition for removal and that the facts stated therein are true.

Geo. D. Welles.

Sworn to before me and subscribed in my presence this 2d day of Sept., 1936.

(Seal) Margaret Mobley,
Notary Public, Lucas County, Ohio.
My Commission Expires Nov. 30, 1936.

On the 2nd day of September, 1936, there was filed in said court a Bond for Removal of said cause, to the District Court of the United States, Northern District of Ohio, Western Division, which Bond for Removal is in the words and figures as follows, to-wit:

IN THE COURT OF COMMON PLEAS
OF LUCAS COUNTY, OHIO

No. 147,299

Horton C. Rorick,

Plaintiff,

vs.

Devon Syndicate, Limited,

Defendant.

BOND ON REMOVAL

Know all men by these presents that Devon Syndicate, Limited, a corporation organized and existing under the laws of the Dominion of Canada, as principal, and Fidelity & Deposit Company of Maryland as surety are held and firmly bound unto Horton C. Rorick, plaintiff in the above entitled action, his successors and assigns, in the sum of Five Hundred Dollars (\$500.00) lawful money of the United States, for the payment of which well and truly be made, we bind ourselves and our successors jointly and severally by these presents.

The condition of this obligation is such that whereas said Devon Syndicate, Limited, has made and filed its petition, duly verified, in the above entitled suit in the Court of Common Pleas of Lucas County, Ohio, and has so filed the same prior to the time said defendant is required by the laws of the State of Ohio, or any rule of

said State court, in which said suit has been brought, to answer or plead to the declaration or complaint of the plaintiff, for the removal of the above entitled suit into the District Court of the United States for the Northern District of Ohio, Western Division, being the District where such suit is pending, for further proceedings on grounds in said petition set forth, and has in said petition prayed that all future proceedings in said action in said Court of Common Pleas of Lucas County, Ohio, be stayed, except the granting of an order for the removal of said cause to said District Court of the United States, accepting this bond and directing the Clerk to provide a certified transcript of the record therein, as required by law.

Now, therefore, if petitioner, the said Devon Syndicate, Limited, shall enter or cause to be entered in said District Court of the United States for the Northern District of Ohio, Western Division, within thirty (30) days from the date of filing said petition for removal, a certified copy of the record in said suit and shall pay or cause to be paid all costs that may be awarded by the said District Court of the United States; if said District Court shall hold that such suit was wrongfully or improperly removed thereto, then this obligation shall be void, otherwise to remain in full force and effect.

Witness our hands and seals this 2nd day of September, 1936.

Devon Syndicate, Limited,

Principal,

By Geo. D. Welles,

Attorney in Fact and of Record.

Fidelity & Deposit Company of Maryland,

Surety.

By U. A. Luelleman.

(Seal)

State of Ohio, County of Lucas, ss:

Geo. D. Welles, being first duly sworn says that he has been duly and expressly authorized in writing by Devon Syndicate, Limited, the defendant in whose name, as principal, he has executed the foregoing bond on removal, to execute said bond in its name and on its behalf.

Geo. D. Welles.

Sworn to before me and subscribed in my presence this 2nd day of Sept., 1936.

Margaret Mobley,

(Seal)

Notary Public, Lucas County, Ohio.

My Commission Expires Nov. 30, 1936.

Sept. 2, 1936,

Bond approved,

James S. Martin, Judge.

On the 2nd day of September, 1936 being the 127th day of April Term 1936 an Order of Removal in said cause was made an entry of which appears on the Journal of said court in the words and figures as follows, to-wit:

No. 147,299

Horton C. Rorick,

vs.

Devon Syndicate, Limited.

ORDER OF REMOVAL

This day this cause came on to be heard on the petition and motion of the defendant herein, appearing specially for said purpose only, and for no other purpose, for the removal of this said cause from this court to the District Court of the United States for the Northern District of Ohio, Western Division, and the court, upon consideration of the same, and being fully advised in the premises, finds that said defendant has filed said petition for removal within the time provided by law and has at the same time offered its bond in the sum of Five Hundred Dollars (\$500.00) with good and sufficient surety, conditioned according to law, and the court further finds that notice required by law of the filing of said bond and petition prior to the filing thereof had been served upon the plaintiff herein, which notice the court finds was sufficient and in accordance with the requirements of the law.

It is therefore ordered that this court does now hereby approve and accept said bond and said petition and does hereby order this cause to be removed to the District Court of the United States for the Northern District of Ohio, Western Division, pursuant to the Statutes of the

United States, that the Clerk of this court shall prepare and deliver to plaintiff a certified copy of the record of said suit, and that all other proceedings in this court be stayed, to which order the plaintiff herein excepts.

James S. Martin, Judge.

COSTS

Clerk's Costs	\$18.80
Sheriff's Costs	8.92
Printer	24.55
Notary Fee	4.00
Legal News35
Total	\$56.62

CERTIFICATE TO COMMON PLEAS RECORD

The State of Ohio, Lucas County, ss:

I, Wm. F. Renz, Clerk of the Court of Common Pleas within and for said County, and in whose custody the Files, Pleadings, Journals, Execution Dockets, and Seal of said Court, are required by the Laws of the State of Ohio to be kept, hereby certify that the foregoing copy is taken and copied from the Records of the proceedings of the Court of Common Pleas within and for said County, and that said foregoing copy has been compared by me with the original Record, and that the same is a correct transcript therefrom.

In testimony whereof, I do hereunto subscribe my name officially, and affix the Seal of said court, at the Court House in Toledo, in said County, this 11th day of September, A. D. 1936.

Wm. F. Renz,
Clerk.

(Seal)

United States of America, Northern District of Ohio, ss:

I, C. B. Watkins, Clerk of the United States District Court in and for the Northern District of Ohio, do hereby certify that the annexed and foregoing is a true and full copy of the original certified copy of the transcript of the Court of Common Pleas of Lucas County, Ohio, in a certain cause entitled, "Horton C. Rorick vs. Devon Syndicate, Limited," No. 147,299 in said Court of Common Pleas, as filed on the 1st day of October, 1936, in the District Court of the United States for the Northern District of Ohio, Western Division, as Cause No. 4172 at Law, and that the same is correctly copied from the original, now remaining among the records of said court in my office.

I do hereby further certify that said Cause No. 4172 at Law is now pending, undisposed of, on the docket of said court.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid court at Toledo, Ohio, this ... day of November, A. D. 1938, in the 163rd year of the independence of the United States of America.

C. B. Watkins,

Clerk.

By J. A. Green,

Deputy Clerk.

CLERK'S CERTIFICATE

United States Circuit Court of Appeals
for the Sixth Circuit:

I, J. W. Menzies, clerk of the United States Circuit Court of Appeals for the Sixth Circuit, do hereby certify that the foregoing is a true and correct copy of motion to dismiss, notice and certified copies in support in the case of Horton C. Rorick vs. Devon Syndicate, Ltd., a Canadian Corp., No. 7609, as the same remains upon the files and records of said United States Circuit Court of Appeals for the Sixth Circuit, and of the whole thereof.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of said court at the City of Cincinnati, Ohio, this 12th day of April, A. D. 1939.

J. W. Menzies,

Clerk of the United States Circuit Court of
Appeals for the Sixth Circuit.

(Seal)